

|   |  |  |  |  |                       |  |
|---|--|--|--|--|-----------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOA4 | <b>Page</b> 1 <b>of</b> 49                         |
| <b>2. Contract No.</b>  |  | <b>3. Solicitation No.</b><br>DAAE07-00-R-M078 |  | <b>4. Type of Solicitation</b><br>Negotiated (RFP)                                       | <b>5. Date Issued</b> | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM<br>AMSTA-LC-AL-P<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL |  |  | <b>Code</b><br>W56HZV  | <b>8. Address Offer To (If Other Than Item 7)</b><br>RETURN TO BUYER IN BLOCKS 7A AND 7B |                       |  |

**SOLICITATION**

**NOTE:** In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** RETURN TO BUYER IN BLKS 7A AND 7B **until** 03:00pm **(hour) local time** 2000AUG18 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                  |   |   |
|----------------------------------|---|---|
| <b>10. For Information Call:</b> | <b>Name</b> SUE STONER<br><b>E-mail address:</b> STONERS@TACOM.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(810) 574-8359 |
|----------------------------------|---|---|

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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

|  |                         |             |                         |             |
|--|-------------------------|-------------|-------------------------|-------------|
| <b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b> | <b>Amendment Number</b> | <b>Date</b> | <b>Amendment Number</b> | <b>Date</b> |
|  |                         |             |                         |             |
|  |                         |             |                         |             |

|   |                   |                       |   |
|---|-------------------|-----------------------|---|
| <b>15A. Contractor/Offeror/Quoter</b><br>METRIC SYSTEMS CORPORATION<br>645 ANCHORS STREET<br>PORT WALTON BEACH 32548-0000 | <b>Code</b> 12339 | <b>Facility</b>       | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>  |
| <b>15B. Telephone Number (Include Area Code)</b>  |                   |                       | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> <b>Different From Blk 15A-<br/>Furnish Such Address In Offer</b> |
| <b>17. Signature</b>  |                   | <b>18. Offer Date</b> |   |

**AWARD (To be completed by Government)**

|  |                   |   |                       |
|--|-------------------|---|-----------------------|
| <b>19. Accepted As To Items Numbered</b>   | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>   |                       |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified) | <b>Item</b>           |
| <b>24. Administered By (If other than Item 7)</b>  | <b>Code</b>       | <b>25. Payment Will Be Made By</b>  |                       |
| SCD  | PAS               | ADP PT  |                       |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |                   | <b>27. United States Of America</b><br><br>(Signature of Contracting Officer)           | <b>28. Award Date</b> |

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

|  |  |                            |
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SECTION A - SUPPLEMENTAL INFORMATION

|     | <u>Regulatory Cite</u> | <u>Title</u>                        | <u>Date</u> |
|-----|------------------------|-------------------------------------|-------------|
| A-1 | 52.204-4006<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | MAY/2000    |

a. TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

b. You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

c. You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

d. Any award issued as a result of this solicitation will be distributed electronically. See the clause entitled "Required Use of Electronic Commerce" for more specific information.

e. If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an email message to:

[acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

(end of clause)

Name of Offeror or Contractor: METRIC SYSTEMS CORPORATION

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE  | AMOUNT          |
|---------|---|----------|------|---|-----------------|
| 0001    | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SYSTEM TECHNICAL SUPPORT, LAV-SLEP</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: System Technical Support for the Light Armored Vehicle Service Life Extension Program.</p> <p>The Contractor shall furnish all the services to accomplish the tasks specified in Section C, Scope of Work.</p> <p>Level of Effort: 15,000 manhours.</p> <p>(End of narrative B001)</p> |          |      | <p>\$ _____</p> <p>Est. Cost:<br/>Fixed Fee:<br/>Total Est. Cost:</p> | <p>\$ _____</p> |

Name of Offeror or Contractor: METRIC SYSTEMS CORPORATION

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT        |
|---------|---|----------|------|--|---------------|
| 0002    | <div><div><u>Supplies or Services and Prices/Costs</u></div><div>OPTION FOR SYSTEM TECHNICAL SUPPORT, LAVSLEP</div><div>SECURITY CLASS: Unclassified</div><div>NOUN: Option for System Technical Support<br/>for the LAV Service Life Extension Program.</div><div>This option is for an additional 15,000 manhours.</div><div>Reference Special Provision H.1, "Option for<br/>Additional Level of Effort."</div><div>(End of narrative B001)</div><div><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</div><div><u>Deliveries or Performance</u></div></div> |          |      | <div>\$</div> <div>Est. Cost:<br/>Fixed Fee:<br/>Total Est Cost:</div> | <div>\$</div> |

Name of Offeror or Contractor: METRIC SYSTEMS CORPORATION

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|         |                   |          |      |            |        |

B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under CLIN 0001, the Government anticipates paying the Contractor the Total Estimated Cost amounts shown. The amount shown initially includes the basic contract effort and will be revised by the Government, as appropriate, to incorporate any options exercised. The total estimated cost (cost plus fee) of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost," but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The Contractor will be paid the fixed fee stated in Section B, opposite the CLIN exercised for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled, "Fixed Fee." The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined and payment shall be provided, in accordance with the Contract Clause entitled "Allowable Cost and Payment," FAR 52.216-7.

B.2 Material

B.2.1 For the purpose of this contract, material shall be defined as stated in FAR 31.205-26. In the event the Contractor elects to subcontract for engineering, program management support, stress and design analysis, quality assurance, testing, development and fabrication for prototype hardware, and technical support services, these costs will be allowable and allocable to the extent they would have been if performed by the contractor, but will not impact the hours utilized under the contract.

B.3 Labor Hours

B.3.1 The level of effort specified in Section B does not include secretarial support, clerical support, contract administration and subcontractor administration hours.

B.4 Overruns/Underruns

B.4.1 In general, the Government will address both overruns and underruns via the "Limitation of Cost" General Provision of the Contract. To the extent consistent with law, regulation, and customer requirements, the PCO will determine whether Work Directives projecting an overrun will be used to offset those projecting an underrun.

B.5 Funding

B.5.1 The Contractor shall notify the Government, in accordance with the Contract Clause entitled, "Limitation of Cost," whenever he has reason to believe that the funds allotted to this Contract by Work Directive are either insufficient or excessive for the performance of the work required.

B.5.2 In accordance with paragraph H.1, "Option for Additional Level-of-Effort," the Government shall have the unilateral right to exercise the option in accordance with the schedule below. In the event the option is exercised in increments, the estimated cost and fixed fee for those man-hours called up shall be proportionate to the estimated cost and fixed fee established below:

|        | HOURS  | HOURLY RATE | FIXED FEE | TOTAL AMOUNT |
|--------|--------|-------------|-----------|--------------|
| BASE   | 15,000 |             |           |              |
| OPTION | 15,000 |             |           |              |

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\*\*\* END OF NARRATIVE B001 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|  | <u>Regulatory Cite</u> | <u>Title</u>               | <u>Date</u> |
|--|------------------------|----------------------------|-------------|
| C-1  | 52.239-4001<br>(TACOM) | YEAR 2000 (Y2K) COMPLIANCE | MAY/1999    |
| <p>(a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.</p>  |                        |                            |             |
| <p>(b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.</p> |                        |                            |             |
| <p>(c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.</p>   |                        |                            |             |
| (End of clause)  |                        |                            |             |

C.1.1 The Contractor shall provide the level of effort necessary to accomplish various System Technical Support (STS) functions related to the Program Manager's (PM) Service Life Extension Program (SLEP) of the Light Armored Vehicle (LAV) fleet. The Contractor may be required to conduct studies to correct known or potential deficiencies, access the impact of a potential vehicle modification to SLEP-directed upgrades, or design and fabricate prototype parts. The actual work to be performed shall be governed by Work Directives (WDs) as issued by the Contracting Officer. The LAV variants effected by the SLEP are the LAV-25, LAV-Air Defense (chassis only), LAV-Anti-Tank, LAV-Command & Control, LAV-Logistics, LAV-Mortar, LAV-Recovery and Mobile Electronic Warfare Support System (auto/hull only). Work Directives issued might cover any one or all of these variants.

C.1.2 The following are examples of types of tasks, but not necessarily all the tasks, that may be required by Work Directive(s):

- Systems Engineering (C.2.1)
- Design Engineering (C.2.2)
- Fabrication of Prototype Hardware (C.2.2.5)
- Modeling and Simulation (C.2.2.7)
- Quality Assurance (C.2.3)
- Critical Safety Items (C.2.4)
- Test Support (C.2.7, C.2.8)
- RAM Program Support (C.2.9)
- Production Planning (C.2.10)
- Environmental Assessments (C.2.11)
- Configuration Management (C.2.12)
- Engineering Change Proposals (C.2.12.1)
- Drawings (C.2.12.3)
- Integrated Logistics Support (ILS) (C.3.1)
- Technical Publications (C.3.1.4)
- Electronic Manuals (C.3.1.4.2)
- Field Service Representative (C.3.2)
- Provisioning Support (C.3.3)
- Human Factors (C.3.4)

C.1.3 Work Directive Requirements:

C.1.3.1 All work under this System Technical Support (STS) contract shall be performed in accordance with Work Directives (WD) issued by the Contracting Officer. No work shall commence until the Contractor has received a fully executed WD. Work shall be performed in sequential order unless otherwise stated. Each WD will include the following information:

- (1) Reference the applicable paragraph number in Section C
- (2) Objective of the work to be performed
- (3) Maximum number of hours authorized
- (4) Material cost (if applicable)
- (5) Estimated completion date
- (6) Estimated dollars

|  |  |                            |
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C.1.3.2 Contractor Receipt of Work Directives - Upon receipt of a Work Directive the contractor will review the scope of work, the maximum hours, estimated dollars, and determine if any Government Furnished Equipment (GFE) and/or Government Furnished Information (GFI) is required in order to complete the WD.

C.1.3.3 If, at any time, the Contractor has reason to believe that the amounts (hours, other direct costs of material, and travel) which it is authorized to incur in the performance of Work Directive are insufficient, the Contractor shall provide written notification to the PCO for appropriate action. The Contractor shall furnish a revised estimate of total hours to complete such work together with said notice. The Contractor shall not exceed any hours authorized by the Work Directive without the express written permission of the PCO.

C.1.3.4 The Government has the unilateral right to increase or decrease the work to be performed hereunder by the issuance of Work Directives signed by the Contracting Officer. The Government has the right to prioritize the work being performed under the Contract.

C.1.3.5 The Contractor shall not duplicate or otherwise provide effort required to be performed under any of its current or past contracts.

C.1.4 Technical Documentation and Reporting:

C.1.4.1 All data shall be delivered electronically through the SLEP CITIS web-site and in accordance with ELIN A001.

C.1.4.2 Reports are to be furnished to the PCO or Work Directive Point of Contact (POC) for each Work Directive. Cost and accomplishment reports will delineate allocation of dollars and hours expended and projected, and percent (%) of work directives completed for the total contract and each work directive. Also, monthly cost and accomplishment reports are required covering all projects that were open during the reporting period. Cost reports shall be prepared and delivered in accordance with ELIN A002.

C.1.5 Meetings:

C.1.5.1 The Contractor will attend, participate in, and/or conduct meetings when required by Work Directive. The Contractor will prepare minutes and submit them for Government review within ten days after the meeting. Minutes are to be prepared and delivered in accordance with ELIN A003. At a minimum, an agenda will be coordinated between Government personnel and the Contractor prior to Contractor-hosted reviews.

\*\*\* END OF NARRATIVE C001 \*\*\*

C.2.0 TECHNICAL SUPPORT. The Contractor shall provide the following level of effort in support of the LAV SLEP program only as directed by Work Directive.

C.2.1 Systems Engineering.

C.2.1.1 The Contractor will provide engineering and related technical services to support the SLEP effort on the Marine Corps fleet of LAVs and the MEWSS auto/hull. These services may include, but are not limited to: failure analysis, concept studies, support of Government testing, preparation of Engineering Change Proposals (ECPs).

C.2.2 Design Engineering

C.2.2.1 The Contractor will prepare calculations, layouts, drawings, sketches, schematics, charts and other visual depictions, purchase descriptions, specifications, and recommend engineering change proposals for current and future production versions of the contract items and modifications thereto - with fabrication of associated component prototype hardware.

C.2.2.2 The Contractor will prepare engineering cost estimates for the design item based on procurement quantities specified and estimate time required for installation/application of the item at a defined maintenance level. Prepare and deliver in accordance with ELIN A004.

C.2.2.3 The Contractor will evaluate and report on the producibility of the proposed designs and modifications and identify and evaluate producibility issues to assess the impact on economic feasibility of production.

C.2.2.4 The Contractor will conduct finite element analysis on structural parts as requested.

C.2.2.5 The Contractor will disassemble, reverse engineer, and/or modify existing vehicle components and sub-systems and fabricate prototypes as required. The Contractor will fabricate prototypes and production hardware mock-ups for laboratory and field testing.

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C.2.2.6 The Contractor will conduct trial installations and laboratory and field tests of the contract item, modifications thereof, and testing related to production processes and methods. For the vehicle undergoing testing (or any modifications thereof subject to testing), replacement parts will be provided as necessary for engineering, evaluation, maintenance, build and restoration. To meet emergency requirements, the Government may direct the Contractor to expedite shipment of such parts to destinations specified.

C.2.2.7 When directed to use Modeling and Simulation (M&S), the Contractor will incorporate DoD level guidance in the execution of M&S activities. The Contractor will perform detailed engineering analyses using M&S of LAV ground combat systems and subsystems to quantify the system/subsystem capability to meet both technical and operational requirements.

C.2.2.7.1 The Contractor shall in its analysis make use of all relevant Government-furnished LAV system/subsystem development data, as well as other relevant GFI. Through M&S the Contractor will quantify the technical and operation benefits and shortfalls related, but not limited, to mobility, lethality, survivability, force level effectiveness, sustainability and reliability of enhancements proposed for the LAV.

C.2.3 Quality Assurance

C.2.3.1 Quality System. The Contractor will operate under a Quality System for all products and services provided under this contract. This system will be based upon commercial (i.e., QS 9000), or international (i.e., ISO 9001) standard.

C.2.3.2 Quality Engineering Reviews. The Contractor will perform quality-engineering reviews of all documentation affected by the work directive. These reviews are to decide the type and amount of process and product controls and tests necessary to achieve a cost-effective quality product. Quality engineering reviews will be undertaken at a point in time that will assure that the resulting recommended controls and tests are processed and reflected on the TDP. These process and product controls and tests will be defined on applicable test procedures, or product specifications referenced in the TDP.

C.2.4 Critical Safety Items (CSI). The Contractor will identify, and inform the Government of, critical safety items within the TDP for all efforts that are a result of a work directive. Critical Safety Items are items with one or more critical safety characteristics. A critical safety characteristic is a feature that if non-conforming would result in a catastrophic failure of an item or assembly that would result in loss of life or injury to users and maintainers of any system that contains the critical item.

C.2.4.1 Within the Contractor's ISO 9001 Quality Program Plan, the Contractor shall implement a program to identify Critical Safety Items (CSIs) that may be a direct result of the effort covered in a Work Directive. Each CSI will require 100 percent inspection by either commercial inspection procedures or Statistical Process Control (SPC).

C.2.5 Changes to hardware or software may require testing to determine that the change achieves required performance levels. When a change might impact system performance elsewhere, the Contractor will notify the Government for further direction. The Contractor will assure that these conditions are met before the submission of change proposals. The Contractor will document testing and/or validation procedures and submit this documentation with the appropriate change proposal.

C.2.6 The Contractor will provide support for Government Furnished Equipment (GFE) and Government Furnished Material (GFM) which are used in support of developing and testing of enhancements to the end item, components and support equipment. The Contractor will verify all GFE/GFM upon receipt for proper quantity and condition and submit Quality Deficiency Reports (QDRs) (SF 368) to the Government on defective GFE/GFM in accordance with ELIN A005.

C.2.6.1 USMC Government Furnished Equipment/Material. The Contractor shall maintain accountability for all USMC GFE received under this contract. The MCA for the Marine Corps at Marine Corps Logistics Base, Albany, will maintain the control and accountability of all Marine Corps assets in the Contractor's possession. The MCA will forward a Marine Corps GFE/Accountability Agreement to the Contractor for signature to establish a chain of custody for property responsibilities.

C.2.6.2 For USMC provided GFM: The Contractor shall report receipt of all Marine Corps GFM to the MCA, Marine Corps Logistics Base (G316-2), Albany, GA.

C.2.7 Test Support

C.2.7.1 Test Plan(s)

C.2.7.1.1 The Contractor will prepare and deliver test plans, for any Contractor tests that may be required by work directive, in accordance with ELIN A006.

C.2.7.1.2 The Contractor will attend and participate in Test Integration Process Team (TIPT), Test Integration Work Group (TIWG), and Test Coordination Meetings when required to support Government Testing that may be required by work directive. This support

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will include preparation of briefing charts and graphics for review.

C.2.8 Test Support (Government Testing)

C.2.8.1 When Government testing is conducted, the Contractor will be required to respond to all Test Incident Reports (TIRs) submitted by the Government that require an investigation and response. A Failure Analysis and Corrective Action Response (FACAR), for each TIR submitted to the Contractor for investigation, will be provided to the Government, in Contractor format and delivered in accordance with ELIN A007 within the following time frames:

- Critical TIRs - Immediate Response (48 hours after receipt of TIR).
- Major TIRs - Within 10 calendar days after receipt of TIR.
- Minor TIRs - Within 30 calendar days after receipt of TIR.

C.2.8.1.1 The Contractor will participate in all TIR reviews and closeout meetings scheduled by the Government, and report status of failure analysis in its TIR response.

C.2.8.2 When Government testing is required, the Contractor will support all test activities through on-site representation at each test site as required by the work directive. The Contractor will provide repair parts and technical support for all testing at Government selected test sites and correct on-site, any deficiencies of the tested item which occur prior to, or during, testing.

C.2.9 Reliability, Availability, Maintainability (RAM) Program Support

C.2.9.1 The Contractor will support the LAV RAM Program. Tasks may include, but are not limited to, analysis of data, review and critique of program plans, conference/meeting participation, audit of Contractor/Government field Failure Analysis and Corrective Action Program, and research/fact finding/alternative solutions for performance or reliability issues. At meetings, the Contractor will clearly portray current reliability status, trends, and reliability problem areas.

C.2.9.2 The Contractor will have a system for collecting, recording and analyzing all failures that occur during Government or Contractor testing and system field utilization. Analysis will be conducted on the basis of chronology, frequency, pattern of failure, cause, geographic location of occurrence, and phase of service life.

C.2.10 Production Planning and Analysis

C.2.10.1 The Contractor shall provide production planning and analysis support. Tasking may include, but is not limited to, development of alternative and multi-facility production schedules, review of progress reporting against the producibility effort, review of production rates, and monitoring production baseline delivery schedules.

C.2.11 Environment Assessment (EA)/Environmental Impact Statement (EIS)

C.2.11.1 The Contractor will prepare Environment Assessment Statements or Records of Environmental Consideration (RECs, where applicable) for designated LAV systems. The purpose of the EA is to determine if the proposed system would have significant impact on the human environment. Every EA will result in either a Finding of No Significant Impact (FNSI), a Notice of Intent (NOI) or submission of an EIS. Documentation will be prepared and delivered in accordance with ELIN A008.

C.2.12 Configuration Management

C.2.12.1 Design/Software Changes - The Contractor shall submit proposed changes to the LAV configuration via ECPs in accordance with DI-CMAN-80639B and ELIN A009. Changes, which affect form, fit or function, shall be submitted as Class I ECPs.

C.2.12.2 The Contractor shall establish an Engineering Release Record (ERR) system to issue the release of new engineering drawings and associated documents and specifications. The Contractor shall submit ERRs in accordance with ELIN A010. The ERR system shall be established using MIL-STD-973 as a guide.

C.2.12.3 Engineering Drawings. When developing ECPs, the Contractor shall update existing drawings and prepare new drawings as needed to identify the latest configuration. All new drawings shall be prepared in product drawing format. The drawings shall conform to MIL-STD-100G and Product Drawings and Associated Lists. Drawings are to be delivered in accordance with ELIN A011.

\*\*\* END OF NARRATIVE C002 \*\*\*  
C.3.1 INTEGRATED LOGISTICS SUPPORT (ILS), PROVISIONING AND HUMAN FACTORS

C.3.1 Integrated Logistics Support. The Contractor shall provide ILS in accordance with specific Work Directives. Taskings may include, but are not limited to, the following activities:

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C.3.1.1 ILS Management Support. The Contractor shall provide management support as required by Work Directive. Taskings may include, but are not limited to, representation at engineering design reviews; participation in diagnostics strategy meetings; development of ILS Assessments, and participation at logistic coordination meetings in support of the system improvements/changes being investigated.

C.3.1.2 Logistics Data Development. The Contractor shall evaluate alternative hardware designs and their effect on maintenance plans and operational readiness to assure optimum material readiness and economical logistic support. Required resources have to be identified and evaluated to develop and manage a support system - assessing logistics risks. The Contractor shall develop logistics management information (LMI) data that is supported by the Contractor's engineering design efforts. MIL-PRF-49506 may be used as guidance. The Contractor shall update its established SLEP logistics database for all efforts required by the Work Directive for applicable ECPs to include, as a minimum: Tools, parts/components, bulk items, indenture levels, Source, Maintenance, and Recoverability (SMR) codes, Military Occupation Skills (MOs), and maintenance times to perform each task. The Contractor shall produce TM and SL-4 (parts manual) pages for modifications that detail the operational and maintenance procedures for the components affected. .

C. 3.1.3 Training Requirements. The Contractor shall review all newly generated ECPs, engineering data and logistics documentation and provide written analysis of those jobs/tasks which require formal training and/or retraining of mechanics and/or operators. The Government will determine if the training will be performed by in-house personnel or by the Contractor. Documentation shall be prepared and delivered in accordance with ELIN A012.

C.3.1.4 Updates to Technical Manuals. The Contractor shall prepare camera-ready change pages for all TMs, camera-ready illustrations for repair lists and redlined change pages for repair lists. All change pages and illustrations shall be high-grade commercial quality, using MIL-I-28947C as a guide and shall be submitted in accordance with ELIN A013.

C.3.1.4.1 Contractor shall update current manuals and develop new manuals as directed by Work Directive.

C.3.1.4.2 For all applicable ECPs, the Contractor shall provide parts/operator/maintenance data/narratives in a format that is rendered in software compatible with existing LAV Electronic Technical Manual (ETM) or in future Interactive Electronic Technical Manuals (IETM). The exact nature of any IETM will be established between the Government and the Contractor in a Work Directive specifically designed to address this. Digital files shall be delivered in accordance with ELIN A014.

C.3.1.4.3 The Contractor is required to validate the accuracy and usability of all publication deliverables. The Government has the right to verify all publication deliverables. Government reviews and verification may be done through statistical sampling and a mix of desktop review and actual performance. Verification may include actual performance of all procedures and review of all pages. If there are indications that the Contractor has performed incomplete or inadequate QA reviews, the Government may elect to perform additional reviews and return products for rework at no cost.

C.3.2 Field Service Representative (FSR) Support

C.3.2.1 Contractor shall provide technical support at CONUS and OCONUS sites, as required by the WD. This shall include providing solutions/guidance/advice by phone, fax, e-mail or through site visits.

C.3.2.2 Contractor shall analyze technical data collected by FSRs to determine overall impact on LAV readiness/support and provide reports/recommendations to the Government. The Contractor shall prepare and deliver in accordance with ELIN A015.

C.3.3 Provisioning Support. The Contractor provide provisioning support as part of its logistics data development, as required by the WD. The Contractor shall employ design procedures that maximize commonality of parts, components, and sub-components.

C.3.3.1 The Contractor shall provide necessary provisioning data with each approved ECP. All Supplemental Provisioning Technical Documentation (SPTD) shall be prepared using MIL-STD-1561B as a guide. Data shall be submitted to the Government in accordance with DI-ILSS-81289. The Government shall provide Provisioning Contract Control Numbers (PCCNs) for each LAV variant. All provisioning efforts shall be in accordance with specific WDs. The Contractor shall prepare and deliver in accordance with ELIN A016.

C.3.3.2 Provisioning and other Pre-procurement Screening Data. The Contractor shall identify necessary data to assure support system standardization to the Government. Data shall conform to Chapter II and IV of DOD 4100.38-M, DI-ILSS-81286. The Contractor shall prepare and deliver in accordance with ELIN A017.

C.3.3.3 Provisioning Screening. For major redesign efforts the Contractor shall submit provisioning data for screening to the Defense Logistics Services Center (DLSC) in accordance with DI-ALSS-81529. The Contractor shall assure that screening be accomplished by assembly/LRU. The Contractor shall present its results at provisioning meetings as data that is not older than 45 days. All presented data shall encompass one or more entire assemblies/LRUs. All provisioning screening will be accomplished in accordance with specific WDs. The Contractor shall prepare and deliver in accordance with ELIN A018.

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C.3.3.3.1 For minor redesign efforts, if a Contractor-proposed ECP introduces any new parts into the system, the Contractor shall submit a copy of the drawing to US Marine Corps Logistics Base-Albany for parts standardization screening prior to ECP submission to the Government. Submittal of Program Parts Selection List (PPSL) is to be made in accordance with DI-MISC-80072D and ELIN A019.

C.3.4 Human Factors

C.3.4.1 The Contractor shall provide design improvements that include human factors, which include, but are not limited to, the following elements: Manpower, Personnel, and Training, (MPT), System Safety (SS), Human Factors Engineering (HFE), Health Hazard (HH) and Soldier Survivability (SSV). The Contractor may be tasked by work order to report on one or more of these elements.

C.3.4.2 Safety Engineering - The Contractor will subject all equipment design changes to safety engineering.

C.3.6.3 System design changes and operational procedures developed by the Contractor shall consider, at a minimum: Avoiding, eliminating or reducing identified hazards by analysis, design, design selection, material selection, or substitution; composition of fluids, solvents, lubricants, or other hazardous material that will provide optimum safety characteristics.

C.3.4.4 ECP System Safety Report (ECPSSR). The Contractor will prepare and deliver an ECPSSR, for each Class I ECP, in accordance with ELIN A020. The report will contain the signatures of the project engineer and designated individual for system safety.

\*\*\* END OF NARRATIVE C003 \*\*\*

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SECTION D - PACKAGING AND MARKING

- D.1 Packaging: Package all software, hardware and technical data in accordance with best commercial practices sufficient to provide safe delivery to the first receiving activity, unless otherwise specified in the Work Directive.
- D.2 Marking: Mark the software, hardware and technical data packaging with the name and address of consignee, consignor and the Contract number, unless otherwise specified in the Work Directive.

\*\*\* END OF NARRATIVE D001 \*\*\*

SECTION E - INSPECTION AND ACCEPTANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>                                | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-3               | INSPECTION OF SUPPLIES - COST REIMBURSEMENT | APR/1984    |
| E-2 | 52.246-5               | INSPECTION OF SERVICES - COST-REIMBURSEMENT | APR/1984    |

E.1.1 Final inspection and acceptance of all deliverable end items will be made at ORIGIN.

E.1.2 Final inspection and acceptance of all deliverable data items will be made at DESTINATION.

E.2 Contract and Work Directive Compliance. All efforts by the Contractor to fulfill requirements of this contract, and work directives issued under it, are subject to Government acceptance. The Government, at its option, may inspect 100% or audit all services and supplies performed by the Contractor under this contract. Supplies or services that are determined to be unacceptable will be corrected by the Contractor at no additional cost to the Government.

\*\*\* END OF NARRATIVE E001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

|     | Regulatory Cite  | Title   | Date     |
|-----|--|---|----------|
| F-1 | 52.242-15  | STOP WORK ORDER--(ALTERNATE I dated APR 1984) | AUG/1989 |
| F-2 | 52.242-15  | STOP-WORK ORDER (ALTERNATE I dated APR 1984)  | AUG/1989 |
|     | <p>(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --</p> <p>(1) Cancel the stop-work order; or</p> <p>(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.</p> <p>(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --</p> <p>(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and</p> <p>(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.</p> <p>(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.</p> <p>(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.</p> <p>(End of Clause)</p> |   |          |

F.1.1 The period of performance for the basic effort (15,000 man-hours) shall be eighteen (18) months from date of contract award.

F.1.2 The period of performance for the option (15,000 man-hours) as specified in H.1 shall be eighteen months (18) months from the date of last increment exercised.

F.1.3 All reports required in Section C, Statement of Work, as specified on the Contract Data Requirements Lists (CDRL) DD Form 1423 shall be delivered in accordance with the appropriate CDRL.

\*\*\* END OF NARRATIVE F001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

|                        | <u>Regulatory Cite</u> | <u>Title</u>                         | <u>Date</u> |
|------------------------|------------------------|--------------------------------------|-------------|
| G-1<br>(a) Definition. | 252.201-7000           | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991    |

Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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| G-2  | 52.232-4005<br>(TACOM) | INVOICE INFORMATION REQUIREMENT | JAN/1988 |
| On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract. |                        |                                 |          |

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| G-3   | 52.242-4011<br>(TACOM) | WORK DIRECTIVES | FEB/1998 |
| (a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information: |                        |                 |          |

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.
- (6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

|     | Regulatory Cite | Title  | Date     |
|-----|-----------------|--|----------|
| H-1 | 252.205-7000    | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS                  | DEC/1991 |
| H-2 | 252.225-7001    | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                           | MAR/1998 |
| H-3 | 252.225-7002    | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                               | DEC/1991 |
| H-4 | 252.225-7009    | DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | MAR/1998 |
| H-5 | 252.231-7000    | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991 |
| H-6 | 252.242-7004    | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM                                  | SEP/1996 |
| H-7 | 252.246-7000    | MATERIAL INSPECTION AND RECEIVING REPORT                                   | DEC/1991 |
| H-8 | 252.246-7001    | WARRANTY OF DATA   | DEC/1991 |
| H-9 | 252.227-7036    | DECLARATION OF TECHNICAL DATA CONFORMITY                                   | JAN/1997 |

(a) All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-\_\_\_\_\_ are complete, accurate, and comply with all requirements of the contract.

|       |                                       |
|-------|---------------------------------------|
| _____ | _____                                 |
| Date  | Name and Title of Authorized Official |

This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.

(End of clause)

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| H-10 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | SEP/1999 |
|------|--------------|--|----------|

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

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(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

- (i) State the specific grounds for challenging the asserted restriction;
- (ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;
- (iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and
- (iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the

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Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

- (1) Is publicly available;
- (2) Has been furnished to the United States without restriction; or

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(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-11      52.204-4005      REQUIRED USE OF ELECTRONIC COMMERCE      MAY/2000  
(TACOM)

a. All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI).

b. In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

c. Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

d. Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

1. You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

2. You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

e. Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (810) 574-7059.

(end of clause)

H-12      52.216-4008      STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS      JUN/1989  
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN.

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The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.  
(End of clause)

H-13                    52.246-4026                    LOCAL ADDRESSES FOR DD FORM 250                    APR/2000  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods, which are listed in descending order of preference:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(810) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet; and

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) Submit each DD 250 separately.

[end of clause]

H.1 Option for Additional Level-of-Effort

H.1.1 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 15,000 man-hours at an estimated cost of \$\_\_\_\_\_per hour and a fixed fee of \$\_\_\_\_\_ per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twelve (12) months after contract award. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for the hours added by this option shall be eighteen months from the exercise of the latest increment.

\*\*\* END OF NARRATIVE H001 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>  
(End of clause)

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.202-1               | DEFINITIONS   | OCT/1995    |
| I-2  | 52.203-3               | GRATUITIES  | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES  | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT   | JUL/1995    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES  | JUL/1995    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/1997    |
| I-9  | 52.204-4               | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER   | JUN/1996    |
| I-10 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT                          | JUL/1995    |
| I-11 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATIONS  | JUN/1999    |
| I-12 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT  | OCT/1997    |
| I-13 | 52.215-10              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA  | OCT/1997    |
| I-14 | 52.215-12              | SUBCONTRACTOR COST OR PRICING DATA  | OCT/1997    |
| I-15 | 52.215-14              | INTEGRITY OF UNIT PRICES  | OCT/1997    |
| I-16 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS  | DEC/1998    |
| I-17 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS  | OCT/1997    |
| I-18 | 52.215-19              | NOTIFICATION OF OWNERSHIP CHANGES   | OCT/1997    |
| I-19 | 52.216-7               | ALLOWABLE COST AND PAYMENT  | APR/1998    |
| I-20 | 52.216-8               | FIXED FEE   | MAR/1997    |
| I-21 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS  | OCT/1999    |
| I-22 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN  | OCT/1999    |
| I-23 | 52.219-16              | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN  | JAN/1999    |
| I-24 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES  | FEB/1997    |
| I-25 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| I-26 | 52.222-26              | EQUAL OPPORTUNITY   | FEB/1999    |
| I-27 | 52.222-35              | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  | APR/1998    |
| I-28 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998    |
| I-29 | 52.222-37              | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA   | JAN/1999    |
| I-30 | 52.223-6               | DRUG FREE WORKPLACE   | JAN/1997    |
| I-31 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | FEB/2000    |
| I-32 | 52.226-1               | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES   | FEB/2000    |
| I-33 | 52.227-1               | AUTHORIZATION AND CONSENT   | JUL/1995    |
| I-34 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT   | AUG/1996    |
| I-35 | 52.228-7               | INSURANCE--LIABILITY TO THIRD PERSONS   | MAR/1996    |
| I-36 | 52.229-4               | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)   | JAN/1991    |
| I-37 | 52.230-2               | COST ACCOUNTING STANDARDS   | APR/1998    |
| I-38 | 52.230-3               | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K. | APR/1998    |
| I-39 | 52.230-6               | ADMINISTRATION OF COST ACCOUNTING STANDARDS   | NOV/1999    |
| I-40 | 52.232-9               | LIMITATION ON WITHHOLDING OF PAYMENTS   | APR/1984    |
| I-41 | 52.232-17              | INTEREST  | JUN/1996    |
| I-42 | 52.232-20              | LIMITATION OF COST  | APR/1984    |
| I-43 | 52.232-23              | ASSIGNMENT OF CLAIMS  | JAN/1986    |
| I-44 | 52.232-25              | PROMPT PAYMENT  | JUN/1997    |
| I-45 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION   | MAY/1999    |
| I-46 | 52.233-1               | DISPUTES  | DEC/1998    |
| I-47 | 52.233-3               | PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)  | AUG/1996    |
| I-48 | 52.242-1               | NOTICE OF INTENT TO DISALLOW COSTS  | APR/1984    |
| I-49 | 52.242-3               | PENALTIES FOR UNALLOWABLE COSTS   | OCT/1995    |

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| I-50 | 52.242-4        | CERTIFICATION OF INDIRECT COSTS  | JAN/1997 |
| I-51 | 52.242-13       | BANKRUPTCY   | JUL/1995 |
| I-52 | 52.243-2        | CHANGES--COST-REIMBURSEMENT (ALTERNATE II (APR 1984))  | AUG/1987 |
| I-53 | 52.243-7        | NOTIFICATION OF CHANGES  | APR/1984 |
| I-54 | 52.244-2        | SUBCONTRACTS (ALT I--AUG 1998)   | AUG/1998 |
| I-55 | 52.244-5        | COMPETITION IN SUBCONTRACTING  | DEC/1996 |
| I-56 | 52.245-5        | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)   | JAN/1986 |
| I-57 | 52.246-23       | LIMITATION OF LIABILITY  | FEB/1997 |
| I-58 | 52.249-6        | TERMINATION (COST-REIMBURSEMENT)   | SEP/1996 |
| I-59 | 52.249-14       | EXCUSABLE DELAYS   | APR/1984 |
| I-60 | 52.253-1        | COMPUTER GENERATED FORMS   | JAN/1991 |
| I-61 | 252.203-7001    | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES   | MAR/1999 |
| I-62 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
| I-63 | 252.209-7000    | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                           | NOV/1995 |
| I-64 | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-65 | 252.211-7005    | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   | MAR/1999 |
| I-66 | 252.215-7000    | PRICING ADJUSTMENTS  | DEC/1991 |
| I-67 | 252.215-7002    | COST ESTIMATING SYSTEM REQUIREMENTS  | OCT/1998 |
| I-68 | 252.219-7003    | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)  | APR/1996 |
| I-69 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | MAY/1999 |
| I-70 | 252.225-7014    | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)   | MAR/1998 |
| I-71 | 252.225-7016    | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | AUG/1998 |
| I-72 | 252.225-7017    | PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA  | FEB/2000 |
| I-73 | 252.225-7025    | RESTRICTION ON ACQUISITION OF FORGINGS   | JUN/1997 |
| I-74 | 252.225-7026    | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | MAR/1998 |
| I-75 | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/1992 |
| I-76 | 252.227-7016    | RIGHTS IN BID OR PROPOSAL INFORMATION  | JUN/1995 |
| I-77 | 252.227-7017    | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS   | JUN/1995 |
| I-78 | 252.227-7030    | TECHNICAL DATA--WITHHOLDING OF PAYMENT   | OCT/1988 |
| I-79 | 252.244-7000    | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  | FEB/1997 |
| I-80 | 52.215-21       | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))               | OCT/1997 |

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

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(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: E-MAIL.

(End of clause)

I-81                      52.222-2                      PAYMENT FOR OVERTIME PREMIUMS                      JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (to be negotiated) or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

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I-82                    52.222-19                    WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION                    APR/1984

The offeror represents as a part of this offer that the offeror

( ) IS a regular dealer in the supplies offered

( ) IS NOT a regular dealer in the supplies offered, or

( ) IS a manufacturer of the supplies offered.

( ) IS NOT a manufacturer of the supplies offered.

(End of provision)

I-83                    52.223-11                    OZONE-DEPLETING SUBSTANCES                    JUN/1996

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

(End of clause)

I-84                    52.244-6                    SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                    OCT/1998

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I-85                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

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(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I-86                      252.204-7004              REQUIRED CENTRAL CONTRACTOR REGISTRATION                      SEP/1999

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

I-87                      252.225-7015              PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                      DEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

I-88                      252.247-7023              TRANSPORTATION OF SUPPLIES BY SEA                      NOV/1995

(a) Definitions.

As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

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(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM<br>DESCRIPTION | CONTRACT<br>LINE ITEMS | QUANTITY | TOTAL |
|---------------------|------------------------|----------|-------|
|---------------------|------------------------|----------|-------|

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

(End of clause)

I-89      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      JUN/1999  
(TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document (see Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of clause)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998    |
| K-2 | 252.227-7028           | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT   | JUN/1995    |
| K-3 | 52.219-1               | SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (NOV 1999)   | MAY/1999    |

(a)

(1) The standard industrial classification (SIC) code for this acquisition is 3714.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ( ) is,  
( ) is not,  
a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, for general statistical purposes, that it ( ) is,  
( ) is not,  
a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it ( ) is,  
( ) is not,  
a women-owned small business concern.

(4) Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision. The offeror represents, as part of its offer, that--

(i) It ( )\_is,  
( )\_is not  
a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ( )\_is,  
( )\_is not  
a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

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(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-4                      52.203-11                      CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN                      APR/1991  
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K-5                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998

(a) Definitions.  
Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.  
Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a

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31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_  
☐ TIN has been applied for.  
☐ TIN is not required because:  
     ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
     ☐ Offeror is an agency or instrumentality of a foreign government;  
     ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other: \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
☐ Name and TIN of common parent:  
     Name: \_\_\_\_\_  
     TIN: \_\_\_\_\_

(End of provision)

K-6                      52.204-5                      WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS                      MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

K-7                      52.204-6                      DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER                      JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.  
 (2) Company address.  
 (3) Company telephone number.

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- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

K-8                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      MAR/1996  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A)( ) are  
( ) are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B)( ) have  
( ) have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C)( ) are  
( ) are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror

( ) has  
( ) has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to

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render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-9                    52.215-4                    TYPE OF BUSINESS ORGANIZATION                    OCT/1997

The offeror or respondent, by checking the applicable box, represents that--

- (a) It operates as
- ( ) an individual,
  - ( ) a partnership,
  - ( ) a nonprofit organization,
  - ( ) a joint venture, or
  - ( ) a corporation, incorporated under the laws of the State of \_\_\_\_\_

- (b) If the offeror or respondent is a foreign entity, it operates as
- ( ) an individual
  - ( ) a partnership
  - ( ) a nonprofit organization
  - ( ) a joint venture, or
  - ( ) a corporation, registered for business in (country)\_\_\_\_\_.
- (End of provision)

K-10                    52.215-6                    PLACE OF PERFORMANCE                    OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- ( ) intends
  - ( ) does not intend
- (Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

|  |  |
|--|--|
| Place of Performance (Street<br>Address, City, County, State,<br>ZIP code) | Name and Address of Owner and<br>Operator of the Plant or Facility if<br>Other than Offeror or Respondent. |
| _____  | _____  |
| _____  | _____  |
| _____  | _____  |

(End of provision)

K-11                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999

The offeror represents that--

- (a) It            ( ) has
- ( ) has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It            ( ) has

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( ) has not  
filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-12                    52.222-25                    AFFIRMATIVE ACTION COMPLIANCE                    APR/1984  
The offeror represents that

(a) It            ( ) has developed and has on file,  
                  ( ) has not developed and does not have on file,  
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It            ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-13                    52.223-13                    CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING                    OCT/1996  
(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, certifies that--

(1) As the owner operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: the offeror must check each block that is applicable)

   ( ) (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

   ( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

   ( ) (iii) The facility does not meet the reporting threshold of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

   ( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

   ( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K-14                    52.227-6                    ROYALTY INFORMATION                    APR/1984  
(a) Cost or charges for royalties When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
- (2) Date of license agreement;
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;

|                           |  |                      |
|---------------------------|--|----------------------|
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- (4) Brief description, including any part or model numbers, of each contract item or component on which the royalty is payable;
- (5) Percentage or dollar rate of royalty per unit;
- (6) Unit price of contract item;
- (7) Number of units; and
- (8) Total dollar amount of royalties.

(b) Copies of current licenses In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION APR/1998

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

( ) (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

( ) (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

|  |   |                      |
|--|---|----------------------|
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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

( ) (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

( ) (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) yes  
( ) no

(End of provision)

K-16                      252.225-7000                      BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE                      SEP/1999  
(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.  
  
(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.  
  
(c) Certifications.

Name of Offeror or Contractor: METRIC SYSTEMS CORPORATION

- (1) The Offeror certifies that-
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

| Qualifying Country End Products<br>Origin | Line Item Number | Country of |
|---|------------------|------------|
|---|------------------|------------|

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

| Nonqualifying Country End Products<br>Origin (If known) | Line Item Number | Country of |
|---|------------------|------------|
|---|------------------|------------|

(End of provision)

K-17                    252.225-7003            INFORMATION FOR DUTY-FREE ENTRY EVALUATION                    MAR/1998

(a) Does the offeror propose to furnish-

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?
- Yes ( )                    No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

- (1) Are such foreign supplies now in the United States?
- Yes ( )                    No ( )

- (2) Has the duty on such foreign supplies been paid?
- Yes ( )                    No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

**Name of Offeror or Contractor:** METRIC SYSTEMS CORPORATION

\$ \_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

K-18                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

( ) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

( ) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

|      |                        |   |          |
|------|------------------------|---|----------|
| K-19 | 52.204-4007<br>(TACOM) | OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE | MAY/2000 |
|------|------------------------|---|----------|

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below and the Contracting Officer will request one for you in the event you are awarded a contract as a result of this solicitation.

(end of clause)

K-20                    52.215-4010                    AUTHORIZED NEGOTIATORS                    JAN/1998  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME

TITLE

TELEPHONE NUMBER

**Name of Offeror or Contractor:** METRIC SYSTEMS CORPORATION

(End of provision)

K-21                    52.223-4002                    USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)                    DEC/1993  
                          (TACOM)  
(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as amended by a final EPA ruling in the December 10, 1993 issue of the Federal Register. The listing is reproduced below:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)
- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. methyl bromide
- v. hydrobromofluorocarbons (HBFCs)
- w. All isomers of the substances listed in (a) through (v)

w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

|  |   |                      |
|--|---|----------------------|
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(1) During our review of the specification or technical data package in this solicitation, we--

- ( ) have  
( ) have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| Spec/Standard | Required CIODS | Substitute Available? |
|---------------|----------------|-----------------------|
|               |                |                       |
|               |                |                       |
|               |                |                       |
|               |                |                       |

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- ( ) have  
( ) have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| Spec/Standard | Required CIODS | Substitute Available? |
|---------------|----------------|-----------------------|
|               |                |                       |
|               |                |                       |
|               |                |                       |
|               |                |                       |

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: N/A

(End of provision)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.211-2               | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | DEC/1999    |
| L-2 | 52.214-34              | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE  | APR/1991    |
| L-3 | 52.214-35              | SUBMISSION OF OFFERS IN U.S. CURRENCY   | APR/1991    |
| L-4 | 52.215-1               | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))   | FEB/2000    |
| L-5 | 52.215-16              | FACILITIES CAPITAL COST OF MONEY  | OCT/1997    |
| L-6 | 52.222-24              | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW  | FEB/1999    |
| L-7 | 252.204-7001           | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  | AUG/1999    |
| L-8 | 252.209-7003           | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS   | MAR/1998    |
| L-9 | 52.215-20              | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)  | OCT/1997    |

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR

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15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: E-MAIL.

(End of Provision)

L-10                    52.216-1                    TYPE OF CONTRACT                    APR/1984

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of provision)

L-11                    52.214-35                    SUBMISSION OF OFFERS IN U.S. CURRENCY                    APR/1991

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(end of provision).

L-12                    52.233-2                    SERVICE OF PROTEST                    AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command  
ATTN: AMSTA-AQ, Protest Coordinator  
Warren, MI 48397-5000

or

HQ, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001  
Facsimile number (703) 617-5680/617-4999  
Voice number (703) 617-8176

The AMC-Level protest procedures are found at:

[www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

(End of provision)

L-13                    52.233-4001                    HQ-AMC LEVEL PROTEST PROCEDURES                    MAY/2000

(TACOM)

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

|  |  |                      |
|--|--|----------------------|
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(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

- contract performance will be in the best interests of the United States; or
- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

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(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

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L-14                      52.215-4003                      HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES                      SEP/1999  
(TACOM)                      (NON-US POSTAL SERVICE MAIL)

(a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

(b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command  
Acquisition Center  
Bid Lobby - Building 231, AMSTA-CM-CDD  
East 11 Mile Road  
Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.

(e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.

(f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.

(g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

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L-15                      52.215-4004                      COST OR PRICING DATA                      JUN/1999

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

- (1) Has an estimated value of \$10 million or more, or
- (2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format

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specified in 15.406-2 (see paragraph (d) below).

- (c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.
- (1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.
- (2) For required subcontractor cost or pricing data:
  - (i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and
  - (ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.
- (3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).
- (d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

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L-16                      52.215-4850                      ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION                      MAR/2000  
(TACOM)

1. You must submit your offer via paperless electronic media (See Paragraph 2 below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:
- (i) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
  - (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
  - (iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

2. Acceptable media: You must submit your offer via 100 megabyte Zip\*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.
- (a) 100 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).

- (b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

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(c) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-810-574-7788. Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph 5 below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 megabyte Zip\*-disk AND e-mail.

3. Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

4. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

5. Electronic offers must include, as a minimum:

(a) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. Authentication for e-mailed offers is verified by the offeror's return e-mail address.

(b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(d) Any other information required by the solicitation.

6. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

7. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

\*Registered trademark

(end of provision)

L-17                      52.219-4003                      HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS                      JUN/1997  
(TACOM)

(a) Procurement Technical Assistance Centers (PTACs).

The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

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L-18                      52.219-4005                      SUBMISSION OF SUBCONTRACTING PLAN                      FEB/1999  
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

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L-19                      52.233-4000                      NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM                      AUG/1999  
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM  
AMSTA-CM-PY (Ms. Shepherd)  
Warren, MI 48397-5000

shepher1@cc.tacom.army.mil

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office

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or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

voice phone: (703)-617-8176  
fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
[www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

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## SECTION A - SUPPLEMENTAL INFORMATION

|      |        |             |           |  |
|------|--------|-------------|-----------|--|
| AUTO | AS7311 | 52.204-4006 | 01-MAY-00 | TACOM-WARREN ELECTRONIC CONTRACTING<br>(TACOM) |
|------|--------|-------------|-----------|--|

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|      |        |             |           |                                       |
|------|--------|-------------|-----------|---------------------------------------|
| AUTO | CS7200 | 52.239-4001 | 01-MAY-99 | YEAR 2000 (Y2K) COMPLIANCE<br>(TACOM) |
|------|--------|-------------|-----------|---------------------------------------|

## SECTION E - INSPECTION AND ACCEPTANCE

|       |        |          |           |   |
|-------|--------|----------|-----------|---|
| ADDED | EF0198 | 52.246-3 | 01-APR-84 | INSPECTION OF SUPPLIES - COST REIMBURSEMENT |
|-------|--------|----------|-----------|---|

|       |        |          |           |   |
|-------|--------|----------|-----------|---|
| ADDED | EF0201 | 52.246-5 | 01-APR-84 | INSPECTION OF SERVICES - COST-REIMBURSEMENT |
|-------|--------|----------|-----------|---|

## SECTION F - DELIVERIES OR PERFORMANCE

|      |        |           |           |   |
|------|--------|-----------|-----------|---|
| AUTO | FF0133 | 52.242-15 | 01-AUG-89 | STOP WORK ORDER--(ALTERNATE I dated APR 1984) |
|------|--------|-----------|-----------|---|

|      |        |           |           |  |
|------|--------|-----------|-----------|--|
| AUTO | FF7133 | 52.242-15 | 01-AUG-89 | STOP-WORK ORDER (ALTERNATE I dated APR 1984) |
|------|--------|-----------|-----------|--|

## SECTION G - CONTRACT ADMINISTRATION DATA

|       |        |              |           |                                      |
|-------|--------|--------------|-----------|--------------------------------------|
| ADDED | GA7811 | 252.201-7000 | 01-DEC-91 | CONTRACTING OFFICER'S REPRESENTATIVE |
|-------|--------|--------------|-----------|--------------------------------------|

|       |        |             |           |  |
|-------|--------|-------------|-----------|--|
| ADDED | GS7411 | 52.232-4005 | 01-JAN-88 | INVOICE INFORMATION REQUIREMENT<br>(TACOM) |
|-------|--------|-------------|-----------|--|

|       |        |             |           |                            |
|-------|--------|-------------|-----------|----------------------------|
| ADDED | GS7505 | 52.242-4011 | 01-FEB-98 | WORK DIRECTIVES<br>(TACOM) |
|-------|--------|-------------|-----------|----------------------------|

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

|      |        |              |           |   |
|------|--------|--------------|-----------|---|
| AUTO | HA0804 | 252.205-7000 | 01-DEC-91 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS |
|------|--------|--------------|-----------|---|

|      |        |              |           |                              |
|------|--------|--------------|-----------|------------------------------|
| AUTO | HA0873 | 252.231-7000 | 01-DEC-91 | SUPPLEMENTAL COST PRINCIPLES |
|------|--------|--------------|-----------|------------------------------|

|      |        |              |           |  |
|------|--------|--------------|-----------|--|
| AUTO | HA0871 | 252.246-7000 | 01-DEC-91 | MATERIAL INSPECTION AND RECEIVING REPORT |
|------|--------|--------------|-----------|--|

|      |        |              |           |  |
|------|--------|--------------|-----------|--|
| AUTO | HA0853 | 252.225-7001 | 01-MAR-98 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM |
|------|--------|--------------|-----------|--|

|      |        |              |           |                  |
|------|--------|--------------|-----------|------------------|
| AUTO | HA0805 | 252.246-7001 | 01-DEC-91 | WARRANTY OF DATA |
|------|--------|--------------|-----------|------------------|

|      |        |              |           |  |
|------|--------|--------------|-----------|--|
| AUTO | HA0830 | 252.225-7002 | 01-DEC-91 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS |
|------|--------|--------------|-----------|--|

|      |        |              |           |   |
|------|--------|--------------|-----------|---|
| AUTO | HA0809 | 252.242-7004 | 01-SEP-96 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM |
|------|--------|--------------|-----------|---|

|      |        |              |           |   |
|------|--------|--------------|-----------|---|
| AUTO | HA0818 | 252.225-7009 | 01-MAR-98 | DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND<br>COMPONENTS) |
|------|--------|--------------|-----------|---|

|          |        |              |           |  |
|----------|--------|--------------|-----------|--|
| AUTO/DEL | HA0816 | 252.225-7010 | 01-MAR-98 | DUTY-FREE ENTRY--ADDITIONAL PROVISIONS |
|----------|--------|--------------|-----------|--|

|      |        |              |           |  |
|------|--------|--------------|-----------|--|
| AUTO | HA7390 | 252.227-7036 | 01-JAN-97 | DECLARATION OF TECHNICAL DATA CONFORMITY |
|------|--------|--------------|-----------|--|

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|------|--------|--------------|-----------|--|
| AUTO | HA7392 | 252.227-7037 | 01-SEP-99 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA |
|------|--------|--------------|-----------|--|

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|------|--------|-------------|-----------|--|
| AUTO | HS7101 | 52.204-4005 | 01-MAY-00 | REQUIRED USE OF ELECTRONIC COMMERCE<br>(TACOM) |
|------|--------|-------------|-----------|--|

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|                              |        |                        |           |   |
|------------------------------|--------|------------------------|-----------|---|
| ADDED                        | HS7131 | 52.216-4008<br>(TACOM) | 01-JUN-89 | STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS   |
| AUTO                         | HS7301 | 52.246-4026<br>(TACOM) | 01-APR-00 | LOCAL ADDRESSES FOR DD FORM 250   |
| SECTION I - CONTRACT CLAUSES |        |                        |           |   |
| AUTO                         | IF0001 | 52.202-1               | 01-OCT-95 | DEFINITIONS   |
| AUTO                         | IF0076 | 52.222-1               | 01-FEB-97 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES  |
| AUTO                         | IF0062 | 52.226-1               | 01-FEB-00 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES   |
| ADDED                        | IF0333 | 52.227-1               | 01-JUL-95 | AUTHORIZATION AND CONSENT   |
| AUTO/DEL                     | IF0343 | 52.227-1               | 01-APR-84 | AUTHORIZATION AND CONSENT (ALTERNATE I (JUL 1995))  |
| AUTO                         | IF0136 | 52.233-1               | 01-DEC-98 | DISPUTES  |
| AUTO                         | IF0140 | 52.242-1               | 01-APR-84 | NOTICE OF INTENT TO DISALLOW COSTS  |
| AUTO                         | IF0651 | 52.253-1               | 01-JAN-91 | COMPUTER GENERATED FORMS  |
| AUTO                         | IF0022 | 52.215-2               | 01-JUN-99 | AUDIT AND RECORDS - NEGOTIATIONS  |
| AUTO                         | IF0334 | 52.227-2               | 01-AUG-96 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT   |
| ADDED                        | IF0113 | 52.230-2               | 01-APR-98 | COST ACCOUNTING STANDARDS   |
| ADDED                        | IF0155 | 52.243-2               | 01-AUG-87 | CHANGES--COST-REIMBURSEMENT (ALTERNATE II (APR 1984))   |
| AUTO/DEL                     | IF0158 | 52.243-2               | 01-AUG-87 | CHANGES--COST-REIMBURSEMENT (ALTERNATE V (APR 1984))  |
| AUTO                         | IF0163 | 52.244-2               | 01-AUG-98 | SUBCONTRACTS (ALT I--AUG 1998)  |
| AUTO                         | IF0004 | 52.203-3               | 01-APR-84 | GRATUITIES  |
| ADDED                        | IF0115 | 52.230-3               | 01-APR-98 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K. |
| AUTO                         | IF0350 | 52.233-3               | 01-AUG-96 | PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)  |
| AUTO                         | IF0732 | 52.242-3               | 01-OCT-95 | PENALTIES FOR UNALLOWABLE COSTS   |
| AUTO                         | IF0772 | 52.204-4               | 01-JUN-96 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER   |
| ADDED                        | IF0110 | 52.229-4               | 01-JAN-91 | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)   |
| ADDED                        | IF0733 | 52.242-4               | 01-JAN-97 | CERTIFICATION OF INDIRECT COSTS   |
| AUTO                         | IF0005 | 52.203-5               | 01-APR-84 | COVENANT AGAINST CONTINGENT FEES  |
| AUTO                         | IF0166 | 52.244-5               | 01-DEC-96 | COMPETITION IN SUBCONTRACTING   |
| AUTO                         | IF0174 | 52.245-5               | 01-JAN-86 | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)    |
| AUTO                         | IF0165 | 52.203-6               | 01-JUL-95 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT   |

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|----------|--------|-----------|-----------|--|
| AUTO     | IF0964 | 52.209-6  | 01-JUL-95 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| AUTO     | IF0295 | 52.223-6  | 01-JAN-97 | DRUG FREE WORKPLACE  |
| ADDED    | IF0114 | 52.230-6  | 01-NOV-99 | ADMINISTRATION OF COST ACCOUNTING STANDARDS  |
| AUTO     | IF0246 | 52.249-6  | 01-SEP-96 | TERMINATION (COST-REIMBURSEMENT)   |
| AUTO     | IF0008 | 52.203-7  | 01-JUL-95 | ANTI-KICKBACK PROCEDURES   |
| AUTO     | IF0035 | 52.216-7  | 01-APR-98 | ALLOWABLE COST AND PAYMENT   |
| AUTO     | IF0106 | 52.228-7  | 01-MAR-96 | INSURANCE--LIABILITY TO THIRD PERSONS  |
| AUTO     | IF0161 | 52.243-7  | 01-APR-84 | NOTIFICATION OF CHANGES  |
| AUTO     | IF0314 | 52.203-8  | 01-JAN-97 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  |
| AUTO     | IF0276 | 52.215-8  | 01-OCT-97 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   |
| ADDED    | IF0036 | 52.216-8  | 01-MAR-97 | FIXED FEE  |
| AUTO     | IF0069 | 52.219-8  | 01-OCT-99 | UTILIZATION OF SMALL BUSINESS CONCERNS   |
| AUTO     | IF0070 | 52.219-9  | 01-OCT-99 | SMALL BUSINESS SUBCONTRACTING PLAN   |
| ADDED    | IF0124 | 52.232-9  | 01-APR-84 | LIMITATION ON WITHHOLDING OF PAYMENTS  |
| AUTO     | IF0723 | 52.203-10 | 01-JAN-97 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   |
| AUTO     | IF0027 | 52.215-10 | 01-OCT-97 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA   |
| AUTO     | IF0023 | 52.203-12 | 01-JUN-97 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   |
| AUTO     | IF0029 | 52.215-12 | 01-OCT-97 | SUBCONTRACTOR COST OR PRICING DATA   |
| AUTO     | IF0098 | 52.225-13 | 01-FEB-00 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  |
| AUTO     | IF0142 | 52.242-13 | 01-JUL-95 | BANKRUPTCY   |
| ADDED    | IF0831 | 52.215-14 | 01-OCT-97 | INTEGRITY OF UNIT PRICES   |
| AUTO     | IF0257 | 52.249-14 | 01-APR-84 | EXCUSABLE DELAYS   |
| ADDED    | IF0031 | 52.215-15 | 01-DEC-98 | PENSION ADJUSTMENTS AND ASSET REVERSIONS   |
| AUTO     | IF0777 | 52.219-16 | 01-JAN-99 | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN   |
| AUTO     | IF0128 | 52.232-17 | 01-JUN-96 | INTEREST   |
| ADDED    | IF0086 | 52.215-18 | 01-OCT-97 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   |
| ADDED    | IF0451 | 52.215-19 | 01-OCT-97 | NOTIFICATION OF OWNERSHIP CHANGES  |
| AUTO/DEL | IF0081 | 52.222-20 | 01-DEC-96 | WALSH-HEALEY PUBLIC CONTRACTS ACT  |
| AUTO     | IF0129 | 52.232-20 | 01-APR-84 | LIMITATION OF COST   |
| AUTO     | IF0992 | 52.222-21 | 01-FEB-99 | PROHIBITION OF SEGREGATED FACILITIES   |
| AUTO     | IF0133 | 52.232-23 | 01-JAN-86 | ASSIGNMENT OF CLAIMS   |

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| AUTO  | IF0226 | 52.246-23    | 01-FEB-97 | LIMITATION OF LIABILITY  |
| AUTO  | IF0362 | 52.232-25    | 01-JUN-97 | PROMPT PAYMENT   |
| AUTO  | IF0082 | 52.222-26    | 01-FEB-99 | EQUAL OPPORTUNITY  |
| AUTO  | IF0703 | 52.232-33    | 01-MAY-99 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  |
| AUTO  | IF0085 | 52.222-35    | 01-APR-98 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA   |
| AUTO  | IF0087 | 52.222-36    | 01-JUN-98 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   |
| AUTO  | IF0088 | 52.222-37    | 01-JAN-99 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  |
| AUTO  | IA0893 | 252.209-7000 | 01-NOV-95 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                           |
| AUTO  | IA0897 | 252.215-7000 | 01-DEC-91 | PRICING ADJUSTMENTS  |
| AUTO  | IA0408 | 252.244-7000 | 01-FEB-97 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  |
| AUTO  | IA0280 | 252.203-7001 | 01-MAR-99 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES   |
| ADDED | IA0888 | 252.215-7002 | 01-OCT-98 | COST ESTIMATING SYSTEM REQUIREMENTS  |
| AUTO  | IA0821 | 252.204-7003 | 01-APR-92 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   |
| AUTO  | IA0872 | 252.219-7003 | 01-APR-96 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)  |
| AUTO  | IA0222 | 252.209-7004 | 01-MAR-98 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 |
| AUTO  | IA0015 | 252.211-7005 | 01-MAR-99 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   |
| AUTO  | IA0828 | 252.225-7012 | 01-MAY-99 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  |
| AUTO  | IA0885 | 252.225-7014 | 01-MAR-98 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)   |
| AUTO  | IA0829 | 252.225-7016 | 01-AUG-98 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   |
| ADDED | IA0624 | 252.227-7016 | 01-JUN-95 | RIGHTS IN BID OR PROPOSAL INFORMATION  |
| AUTO  | IA0017 | 252.225-7017 | 01-FEB-00 | PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA  |
| ADDED | IA0625 | 252.227-7017 | 01-JUN-95 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS   |
| AUTO  | IA0852 | 252.225-7025 | 01-JUN-97 | RESTRICTION ON ACQUISITION OF FORGINGS   |
| AUTO  | IA0812 | 252.225-7026 | 01-MAR-98 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  |
| AUTO  | IA0379 | 252.227-7030 | 01-OCT-88 | TECHNICAL DATA--WITHHOLDING OF PAYMENT   |
| AUTO  | IA0654 | 252.225-7031 | 01-JUN-92 | SECONDARY ARAB BOYCOTT OF ISRAEL   |

AUTO/CHANGE IF6077 52.222-2 01-JUL-90 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (to be negotiated) or the overtime premium is paid for work--

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- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

AUTO/CHANGE IF6215      52.215-21      01-OCT-97      REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST  
OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: E-MAIL.

(End of clause)

|      |        |                        |           |  |
|------|--------|------------------------|-----------|--|
| AUTO | IF7238 | 52.244-6               | 01-OCT-98 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS        |
| AUTO | IF7262 | 52.252-6               | 01-APR-84 | AUTHORIZED DEVIATIONS IN CLAUSES                                   |
| AUTO | IF7405 | 52.223-11              | 01-JUN-96 | OZONE-DEPLETING SUBSTANCES   |
| AUTO | IF7014 | 52.222-19              | 01-APR-84 | WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION                   |
| AUTO | IA7622 | 252.204-7004           | 01-SEP-99 | REQUIRED CENTRAL CONTRACTOR REGISTRATION                           |
| AUTO | IA7809 | 252.225-7015           | 01-DEC-91 | PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                    |
| AUTO | IA7807 | 252.247-7023           | 01-NOV-95 | TRANSPORTATION OF SUPPLIES BY SEA                                  |
| AUTO | IS7002 | 52.204-4009<br>(TACOM) | 01-JUN-99 | MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION |

#### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

|             |        |              |           |  |
|-------------|--------|--------------|-----------|--|
| AUTO        | KA0221 | 252.209-7001 | 01-MAR-98 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 |
| AUTO        | KA0298 | 252.227-7028 | 01-JUN-95 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT   |
| AUTO/CHANGE | KF6230 | 52.219-1     | 01-MAY-99 | SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (NOV 1999)   |

(a)

(1) The standard industrial classification (SIC) code for this acquisition is 3714.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ( ) is,  
( ) is not,

a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, for general statistical purposes, that it ( ) is,  
( ) is not,

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a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it ( ) is,  
( ) is not,

a women-owned small business concern.

(4) Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision. The offeror represents, as part of its offer, that--

(i) It ( )\_is,  
( )\_is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ( )\_is,  
( )\_is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

|       |        |          |           |   |
|-------|--------|----------|-----------|---|
| ADDED | KF7025 | 52.230-1 | 01-APR-98 | COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION |
| AUTO  | KF7070 | 52.204-3 | 01-OCT-98 | TAXPAYER IDENTIFICATION                             |

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|-------|--------|------------------------|-----------|---|
| AUTO  | KF7007 | 52.215-4               | 01-OCT-97 | TYPE OF BUSINESS ORGANIZATION   |
| AUTO  | KF7730 | 52.204-5               | 01-MAY-99 | WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS  |
| AUTO  | KF7400 | 52.209-5               | 01-MAR-96 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS |
| AUTO  | KF7733 | 52.204-6               | 01-JUN-99 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER   |
| AUTO  | KF7009 | 52.215-6               | 01-OCT-97 | PLACE OF PERFORMANCE  |
| ADDED | KF7303 | 52.227-6               | 01-APR-84 | ROYALTY INFORMATION   |
| AUTO  | KF7223 | 52.203-11              | 01-APR-91 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS           |
| ADDED | KF7511 | 52.223-13              | 01-OCT-96 | CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING   |
| AUTO  | KF7016 | 52.222-22              | 01-FEB-99 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS   |
| AUTO  | KF7017 | 52.222-25              | 01-APR-84 | AFFIRMATIVE ACTION COMPLIANCE   |
| AUTO  | KA7850 | 252.225-7000           | 01-SEP-99 | BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE  |
| AUTO  | KA7800 | 252.225-7003           | 01-MAR-98 | INFORMATION FOR DUTY-FREE ENTRY EVALUATION  |
| AUTO  | KA7806 | 252.247-7022           | 01-AUG-92 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA   |
| AUTO  | KS7151 | 52.223-4002<br>(TACOM) | 01-DEC-93 | USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)   |
| AUTO  | KS7413 | 52.204-4007<br>(TACOM) | 01-MAY-00 | OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE   |
| AUTO  | KS7008 | 52.215-4010<br>(TACOM) | 01-JAN-98 | AUTHORIZED NEGOTIATORS  |

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

|      |        |              |           |   |
|------|--------|--------------|-----------|---|
| AUTO | LF0020 | 52.215-1     | 01-FEB-00 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))   |
| AUTO | LF0104 | 52.211-2     | 01-DEC-99 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L |
| AUTO | LF0373 | 52.215-16    | 01-OCT-97 | FACILITIES CAPITAL COST OF MONEY  |
| AUTO | LF0040 | 52.222-24    | 01-FEB-99 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW  |
| AUTO | LF0009 | 52.214-34    | 01-APR-91 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE  |
| AUTO | LF0114 | 52.214-35    | 01-APR-91 | SUBMISSION OF OFFERS IN U.S. CURRENCY   |
| AUTO | LA0842 | 252.204-7001 | 01-AUG-99 | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  |
| AUTO | LA0010 | 252.209-7003 | 01-MAR-98 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS   |

|             |        |          |           |                  |
|-------------|--------|----------|-----------|------------------|
| AUTO/CHANGE | LF6001 | 52.216-1 | 01-APR-84 | TYPE OF CONTRACT |
|-------------|--------|----------|-----------|------------------|

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.  
(End of provision)

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AUTO/CHANGE LF6204 52.215-20 01-OCT-97 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: E-MAIL.

(End of Provision)

|      |        |                        |           |   |
|------|--------|------------------------|-----------|---|
| AUTO | LF7300 | 52.233-2               | 01-AUG-96 | SERVICE OF PROTEST  |
| AUTO | LF7014 | 52.214-35              | 01-APR-91 | SUBMISSION OF OFFERS IN U.S. CURRENCY   |
| AUTO | LM7015 | 52.233-4001<br>(TACOM) | 01-MAY-00 | HQ-AMC LEVEL PROTEST PROCEDURES   |
| AUTO | LS7040 | 52.233-4000<br>(TACOM) | 01-AUG-99 | NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM                                   |
| AUTO | LS7001 | 52.215-4003<br>(TACOM) | 01-SEP-99 | HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES<br>(NON-US POSTAL SERVICE MAIL) |
| AUTO | LS7011 | 52.219-4003<br>(TACOM) | 01-JUN-97 | HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS   |

PIIN/SIIN DAAE07-00-R-M078

MOD/AMD

|       |        |                        |           |   |
|-------|--------|------------------------|-----------|---|
| ADDED | LS7325 | 52.215-4004            | 01-JUN-99 | COST OR PRICING DATA  |
| ADDED | LS7385 | 52.219-4005<br>(TACOM) | 01-FEB-99 | SUBMISSION OF SUBCONTRACTING PLAN                           |
| AUTO  | LS7850 | 52.215-4850<br>(TACOM) | 01-MAR-00 | ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION |